

# **EXHIBIT “A”**



RECEIVED

NOV 18 2014

CLAIMS LEGAL

Andrew M. Cuomo  
Governor

Benjamin M. Lawsky  
Superintendent

STATE OF NEW YORK  
Supreme Court, County of SUFFOLK

14-21796

Golden Dolphin Restaurant Corp.

Plaintiff(s)

against

Defendant(s)

Scottsdale Insurance Company

RE :Scottsdale Insurance Company

Attorney for Plaintiff(s) and Defendant(s) please take notice as follows:

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon this Department Summons and Verified Complaint in the above entitled action on November 12, 2014 at Albany, New York. The \$ 40.00 fee is also acknowledged.

Pursuant to Section 1213 of the Insurance Law, said process is being forwarded to Scottsdale Insurance Company at its last known principal place of business. Scottsdale Insurance Company is not authorized to do business in this State and you are advised that, while such service is accepted and being forwarded to the company, it is your duty to determine whether this is a proper service under Section 1213 of the Insurance Law.

Original to Attorney for Plaintiff(s):

Law Offices of Michael P. Giampilis, P.C.  
Michael P. Giampilis, P.C.  
94 Willis Avenue  
Mineola, New York 11501

Persuant to the requirement of section 1213 of the Insurance Law, Defendant(s) is hereby notified of service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant:

Scottsdale Insurance Company  
Scottsdale Insurance Company  
8877 North Gainey Center Drive  
Scottsdale, Arizona 85258

A handwritten signature in cursive ink that reads "Jacqueline Catalfamo".

Jacqueline Catalfamo  
Special Deputy Superintendent

Dated Albany, New York, November 13, 2014  
548214

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CLAIMS LEGAL

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

GOLDEN DOLPHIN RESTAURANT CORP.,

Plaintiff,

- against -

SCOTTSDALE INSURANCE COMPANY,

Defendant.

X

SUMMONS

Filed 10-5-14

Index No. 14-21794

Plaintiff's address:  
365 West Main Street  
Huntington, NY 11743  
The basis of venue is the situs  
of Plaintiff

X

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

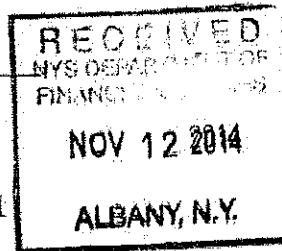
This is a breach of contract and declaratory judgment action.

Dated: October 16, 2014  
Mineola, New York

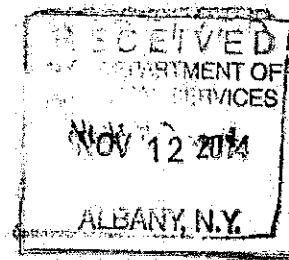
LAW OFFICES OF  
MICHAEL P. GIAMPILIS, P.C.

BY: *Michael P. Giampilis*

Michael P. Giampilis  
Attorneys for Plaintiff  
94 Willis Avenue  
Mineola, New York 11501  
(516) 739-5838



TO: SCOTTSDALE INSURANCE COMPANY  
Defendant  
*Service via the New York State Department of Financial Services*  
Or  
8877 North Gainey Center Drive  
Scottsdale, AZ 85258



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NOV 18 2014

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

CLAIMS LEGAL

GOLDEN DOLPHIN RESTAURANT CORP.,

X

VERIFIED COMPLAINT

Filed 11-5-14

Index No.: 14-21796

Plaintiff,

Plaintiff's address:

- against -

365 West Main Street

SCOTTSDALE INSURANCE COMPANY,

Huntington, NY 11743

Defendant.

The basis of venue is the situs  
of Plaintiff

X

TO THE ABOVE NAMED DEFENDANT(S):

Plaintiff, GOLDEN DOLPHIN RESTAURANT CORP. (hereinafter referred to as  
"Golden Dolphin"), by and through its attorneys, Law Offices of Michael P. Giampilis, P.C., as  
and for its complaint herein, alleges as follows:

1. Plaintiff Golden Dolphin was, and at all times relevant herein is, a domestic corporation and maintains an office for the transaction of business at 365 West Main Street, Huntington, New York 11743.
2. Upon information and belief, Defendant SCOTTSDALE INSURANCE COMPANY ("Scottsdale") is an insurance company licensed, admitted and authorized to engage in the business of liability and casualty insurance in the State of New York.

AS AND FOR A FIRST CAUSE OF ACTION FOR DECLARATORY JUDGMENT

3. On or about May 23, 2013 and effective through May 23, 2014, Scottsdale, for good and valuable consideration and a premium paid, issued to Golden Dolphin Commercial Property Coverage Policy No. CPS1619822 (hereafter, the "Policy").
4. Golden Dolphin is the sole owner of the Policy.

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ALBANY, N.Y.

5. On or about January 3, 2014, while the Policy was in full force and effect, Golden Dolphin suffered a loss by a covered peril under the Policy consisting of water damage to the Golden Dolphin's Diner located at 365 West Main Street, Huntington, New York 11743 (the "Premises").
6. Golden Dolphin sustained a financial loss in the sum amount of Fifty Four Thousand Four Hundred Twenty One Dollars and Sixty Five Cents (\$54,421.65) as result of a broken water pipe at the Premises. The financial loss includes the estimated cost of \$43,400 to repair the interior of the Premises, \$10,221.65 for Golden Dolphin's food inventory destroyed, and \$800 for plumbing repairs completed to fix the broken water pipe.
7. Golden Dolphin complied with its obligations under the Policy by reporting this event to Scottsdale through Scottsdale's insurance agent, MRW Group, Inc. ("MRW") and was thereafter assigned Scottsdale Insurance Claim No. 1519552 (the "Claim").
8. In response to the aforesaid Claim, Scottsdale conducted an investigation through its claims adjuster Cunningham Lindsey ("Cunningham").
9. Golden Dolphin provided Cunningham copies of paid invoices of the food inventory destroyed, plumber's invoice for repairs to the broken water pipe, and a contractor estimate for interior renovations and repairs required as a result of the water damage suffered at the Premises necessary. The sum total of the financial loss sustained by Golden Dolphin is Fifty Four Thousand Four Hundred Twenty One Dollars and Sixty Five Cents (\$54,421.65).

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PL 3-136 NY

10. On or about September 30, 2014, after a lengthy investigation by Scottsdale and its adjuster Cunningham, Scottsdale issued a check in the amount of \$1,858.18 for all the financial loss suffered by Golden Dolphin at the Premises.
11. Golden Dolphin unequivocally rejects Scottsdale's investigation conclusions and its Claim check in the amount of \$1,858.18.
12. Upon information and belief, the Claim is still open but Scottsdale has refused to honor the full Claim amount of Fifty Four Thousand Four Hundred Twenty One Dollars and Sixty Five Cents (\$54,421.65) sought by the Golden Dolphin.
13. Under the terms of the Policy, Golden Dolphin must be indemnified for the property damage suffered at Premises.
14. Thus, there is an actual and justiciable controversy existing between Golden Dolphin and Scottsdale as to their respective rights and obligations under the Policy.
15. Golden Dolphin is entitled to and seeks a declaratory judgment determining that it is entitled to coverage under the Policy for the total financial loss it sustained as a result of water damage at the Premises.
16. Plaintiff has no adequate remedy at law.

AS AND FOR A SECOND CAUSE OF ACTION FOR BREACH OF CONTRACT

17. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 16 with the same force and effect as if more fully set forth herein.
18. By failing to pay Golden Dolphin under the Policy to the full extent of Golden Dolphin's loss up to the limits of the Policy, Scottsdale has breached its obligations under the Policy.

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19. As a result of Scottsdale's breach, Golden Dolphin has been damaged in an amount no less than Fifty Four Thousand Four Hundred Twenty One Dollars and Sixty Five Cents (\$54,421.65), plus appropriate interest.

**THIRD CAUSE OF ACTION FOR BREACH OF DUTIES OF GOOD FAITH AND FAIR DEALING**

20. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 19 with the same force and effect as if more fully set forth herein.

21. By reason of Scottsdale's contractual undertaking to Golden Dolphin pursuant to the Policy to properly evaluate and pay claims thereunder to the extent of Golden Dolphin's loss up to the limits prescribed by the Policy, Scottsdale owes and continues to owe Golden Dolphin the duties of good faith and fair dealing in connection with the parties' contractual relationship.

22. In accordance with the aforesaid duties of good faith and fair dealing, Scottsdale was and is prohibited from undertaking any act which would have the effect of injuring or destroying Golden Dolphin's rights deriving from its contractual relationship with Scottsdale under the Policy.

23. By failing to pay Golden Dolphin under the Policy to the full extent of Plaintiff's loss up to the limits of the Policy, Scottsdale acted in bad faith and breached the duties of good faith and fair dealing owed to Golden Dolphin.

24. As a result of Scottsdale's breach of the aforesaid duties owed to Golden Dolphin, Golden Dolphin has sustained damages in an amount no less than Fifty Four Thousand Four Hundred Twenty One Dollars and Sixty Five Cents (\$54,421.65), plus appropriate interest.

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U.S. DISTRICT COURT, N.Y.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- a. Under the first cause of action, *declaratory judgment* determining that Golden Dolphin is entitled to coverage for the loss it sustained in an amount no less than Fifty Four Thousand Four Hundred Twenty One Dollars and Sixty Five Cents (\$54,421.65) with interest thereon from the 3<sup>rd</sup> day of January, 2014;
- b. Under the second cause of action, *breach of contract* in an amount no less than Fifty Four Thousand Four Hundred Twenty One Dollars and Sixty Five Cents (\$54,421.65) with interest thereon from the 3<sup>rd</sup> day of January, 2014;
- c. Under the third cause of action, *breach of duties of good faith and fair dealing* in an amount no less than Fifty Four Thousand Four Hundred Twenty One Dollars and Sixty Five Cents (\$54,421.65) with interest thereon from the the 3<sup>rd</sup> day of January, 2014; and
- d. Together with such other and further relief and declaration of the rights and legal relations of the parties to this action as shall be necessary and proper, together with the costs and disbursements of this action.

Dated: October 16, 2014  
Mineola, New York

LAW OFFICES OF  
MICHAEL P. GIAMPILIS, P.C.

BY:

  
Michael P. Giampilis  
Attorneys for Plaintiff  
94 Willis Avenue  
Mineola, New York 11501  
(516) 739-5838

NOV 12 2014

ALBANY, N.Y.

SUPREME COURT  
STATE OF NEW YORK, COUNTY OF

SUFFOLK

Index No.

Year

GOLDEN DOLPHIN RESTAURANT CORP.,  
Plaintiff,

v.

SCOTTSDALE INSURANCE COMPANY,  
Defendant

**SUMMONS AND COMPLAINT**

LAW OFFICES OF MICHAEL P. GIAMPILIS, P.C.

Plaintiff

Attorney(s) for

Office and Post Office Address, Telephone

94 Willis Avenue  
Mineola, New York 11501  
(516) 739-5838  
(516) 739-8225 fax

Signature (Rule 130-1.1-a)

To

Print name beneath

Service of a copy of the within is hereby admitted.

Attorney(s) for

Dated:

**PLEASE TAKE NOTICE:**

NOTICE OF ENTRY

that the within is a (certified) true copy of a  
duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order  
will be presented for settlement to the HON.  
within named Court, at

on at M.

Dated,

of which the within is a true copy  
one of the judges of the

Yours, etc.

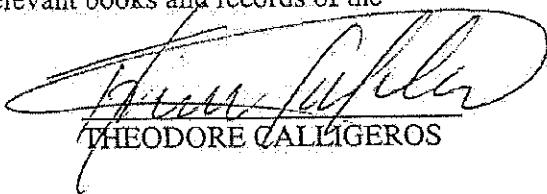
LAW OFFICES OF MICHAEL P. GIAMPILIS, P.C.

VERIFICATION

STATE OF NEW YORK  
COUNTY OF SUFFOLK

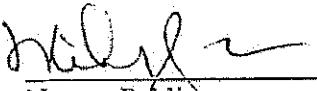
}  
} ss.

THEODORE CALLIGEROS, being duly sworn deposes and says that: Your deponent is an officer of GOLDEN DOLPHIN RESTAURANT CORP., a domestic corporation and Plaintiff in the within action; that deponent has read the foregoing summons and complaint and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes same to be true. This verification is made by me because the above party is a corporation and I am an officer thereof. The grounds of my knowledge are my personal knowledge and a review of relevant books and records of the corporation.



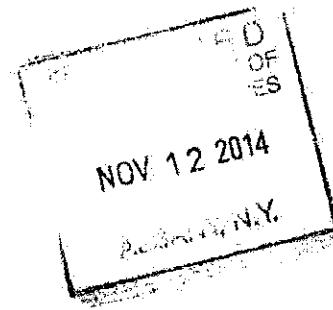
THEODORE CALLIGEROS

Sworn to before me, this  
27<sup>th</sup> day of September, 2014  
18<sup>th</sup> October

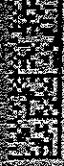


\_\_\_\_\_  
Notary Public

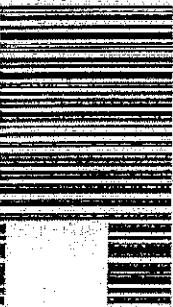
MICHAEL P. GIANNIDIS  
Notary Public, State Of New York  
No. C210006632  
Qualified in Queens County  
Commission Expires January 27, 2015



US POSTAGE



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Scottsdale Insurance Company  
Scottsdale Insurance Company  
8877 North Gainey Center Drive  
Scottsdale AZ 85258